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**SAFETY ADMINISTRATION AND
ENVIRONMENTAL AFFAIRS**



COOPER INDUSTRIES

VIA FEDERAL EXPRESS

May 17, 1985

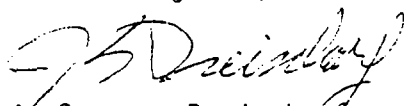
Bud Harms, Esquire
Chemical Waste Management, Inc.
3003 Butterfield Road
Oak Brook, IL 60521

CONFIDENTIAL
COOPER INDUSTRIES, INC.
PREPARED IN CONNECTION WITH OR IN
CONNECTION WITH LITIGATION
PENDING LITIGATION

Dear Mr. Harms:

Pursuant to your letter dated May 14, 1985, enclosed is a signed original of the Waste Disposal Agreement between Cooper Industries, Inc. and Chemical Waste Management regarding disposal of materials from the McGraw-Edison facility in Albion, Michigan.

Kindest regards,


J. Spencer Dreisbach
Environmental Counsel
(713) 739-5725

JSD/kp

Enclosure

cc: R. W. Teets w/encl.

US EPA RECORDS CENTER REGION 5



469143

COOPER INDUSTRIES, INC.

First City Tower, Suite 4000, P.O. Box 4446
Houston, Texas 77210
(713) 739-5400

WASTE DISPOSAL AGREEMENT

On this 14th day of May, 1985, the parties, McGraw-Edison/Cooper Industries a Delaware/Ohio corporation with its principal offices at Rolling Meadows, Illinois and Houston, Texas (hereinafter called "Generator"), and Chemical Waste Management, Inc., a Delaware corporation with its principal offices at 3003 Butterfield Road, Oak Brook, Illinois 60521 (hereinafter referred to as "Disposer"), have agreed as follows:

1. WASTE MATERIALS.

"During the term of this Agreement, Generator will provide to Disposer Generator's entire output of certain waste materials generated at and required to be removed from McGraw-Edison, 704 N. Clark Street, Albion, Michigan 49224.

Such waste materials, their chemical composition, physical characteristics and estimated volume are described in the "Generator's Waste Material Profile Sheet(s)" attached hereto, and made part hereof with those Code designations shown in Exhibit A."

2. DISPOSER SERVICES.

"Disposer agrees to provide Generator those services set forth in Exhibit A attached hereto and incorporated herein.

3. FEES AND BILLING.

"For those services provided by Disposer, Generator will pay Disposer a fee as set forth in Exhibit B attached hereto and incorporated herein. The fee stated above shall be increased to include any amounts which Disposer is required to pay to local, state or Federal governments or agencies by virtue of a tax, tariff, fee, surcharge or other charge on the transportation, storage, treatment or disposal of the described waste materials. Such amounts will be invoiced to the Generator as a separate item on monthly statements.

Disposer shall submit invoices to Generator which shall be paid not later than forty-five (45) days from date of receipt. Disposer shall retain copies of invoices for at least five (5) years, as a record of disposal."

Should Generator receive a competitive offer of a lower price for disposal or storage of the waste materials, Generator may request Disposer to meet the lower competitive price. Disposer shall have ten (10) days within which to meet the competitive offer. Should Disposer not agree to meet the competitive offer, then Generator may terminate the Agreement. Competitive offer shall mean 1) an offer under the same or similar terms and conditions as set forth in the Waste Disposal Agreement between Generator and Disposer, 2) a firm, fixed price on the disposal of the waste material, exclusive of disposal taxes, at the storage or disposal facility and 3) an offer to dispose of a similar quantity of waste materials at a storage or disposal facility meeting

all legal and regulatory requirements as of the date of the competitive offer. Generator shall furnish Disposer a copy of the competitive offer upon Disposer's written request.

4. TERM.

This Agreement shall commence on the date set forth above and shall continue in effect until terminated by either party with or without cause, upon thirty (30) days' prior written notice to the other party. Termination as herein provided shall be in addition to, and not in lieu of, a party's right to cancel for breach. Should Disposer be in default under this Agreement, Generator shall so notify Disposer. Disposer shall have fifteen (15) days from receipt of notice to cure such default. Should Disposer not cure the default, Generator shall have the right to terminate the contract immediately.

5. TRANSFER OF WASTES AND TITLE.

"Generator's waste materials so described, will be transferred to Disposer at the place, time, frequencies and quantities set forth in Exhibit A hereto.

At the time Disposer takes possession of, and removes, waste materials from the place of transfer, or at the time Disposer accepts delivery of the waste materials at the designated storage or disposal facility, whichever circumstance is applicable, title, risk of loss and all other incidents of ownership to the waste materials shall be transferred from Generator and vested in Disposer.

In the event waste materials are discovered to be materially non-conforming, Disposer may, at any time before the condition of the waste materials has been materially changed (such as by treatment, processing, disposal or commingling), revoke its acceptance of the materials. A justified revocation of acceptance shall operate to revert title, risk of loss and all other incidents of ownership in Generator, at the time revocation is communicated to Generator. Waste materials shall be considered non-conforming, for purposes of this Agreement: (i) if they are not in accordance with the descriptions, limitations or specifications stated in the attached Waste Material Profile Sheet; or (ii) if they have constituents or components, not specifically identified in the Waste Material Profile Sheet, (a) which increase the nature or extent of the hazard and risk undertaken by Disposer in agreeing to handle, load, transport, store, treat or dispose of the waste materials, or (b) for whose storage, treatment or disposal the Disposal Facility is not designed or permitted.

Waste materials discovered by Disposer to be non-conforming, if they are in Disposer's possession, shall be removed from Disposer's possession by

Generator within a reasonable time, not to exceed seven days, after notice of revocation of acceptance has been communicated to Generator, unless within such time the parties agree to some alternative lawful manner of materials disposition. Generator shall pay Disposer its reasonable expenses and charges for handling, loading, preparing, transporting, storing and caring for non-conforming waste materials returned to Generator under this paragraph."

6. DISPOSER WARRANTIES.

"Disposer warrants that: it understands the currently known hazards which are presented to persons, property and the environment in the transportation, storage and disposal of the described waste materials; it will transport, store and dispose of such materials in full compliance with all governmental laws, regulations and orders; the storage and disposal facilities above described are now licensed and permitted to store and dispose of waste materials within the description of Paragraph 1; and, in the event the storage or disposal facility loses its permitted status hereafter during the term of this Agreement, Disposer will promptly notify Generator of such loss."

7. GENERATOR WARRANTIES.

Generator warrants that: his waste materials, their chemical composition, physical characteristics and estimated volumes are as generally described in the Generator Waste Material Profile Sheet attached hereto and made a part hereof with the code designation described thereon; he or his contractor is under no legal restraint which would prohibit transfer of possession of title to such materials to Disposer for transportation and storage or disposal; and, the Generator has made any notification required by Section 3010 of the Resource Conservation and Recovery Act.

8. INSURANCE.

"Disposer shall procure and maintain, at its expense, during the term of this Agreement, at least the following insurance, covering activities, performed under, and contractual obligations undertaken in, this Agreement:

COVERAGE	LIMITS
(a) Workmen's Compensation	Statutory
(b) Employer's Liability	\$500,000 each occurrence
(c) Public Liability (bodily injury)	\$5,000,000 combined single limit
(d) Public Liability (property damage)	same as (c) above
(e) Automobile Liability (bodily injury)	\$200,000 each person \$500,000 each occurrence

- | | |
|---|--|
| (f) Automobile Liability
(property damage) | \$500,000 each occurrence |
| (g) Environmental Impairment
Liability | \$3,000,000 per occurrence
\$6,000,000 annual aggregate |

Disposer agrees to furnish insurance certificates, showing Disposer's compliance with this Section, upon written request of the Generator."

9. INDEPENDENT CONTRACTOR.

"Disposer is and shall perform this Agreement as an independent contractor, and as such, shall have and maintain complete control over all of its employees, agents, and operations. Neither Disposer nor anyone employed by it shall be, represent, act, purport to act or be deemed to be the agent, representative, employee or servant of the Generator."

10. EXCUSE OF PERFORMANCE.

"The performance of this Agreement, except for the payment of money for services already rendered, may be suspended by either party in the event the delivery or transportation of the described waste materials by Generator, or transportation, storage or disposal of such materials by Disposer are prevented by a cause or causes beyond the reasonable control of such party.

11. NOTICE.

"Any notice to be given under this Agreement shall be in writing and delivered to the address of the respective party below:

GENERATOR: Cooper Industries, Inc.
P. O. Box 4446
Houston, Texas 77210
Attention: Richard T. Maddox

DISPOSER: Adams Center Sanitary Landfill, Inc.
4636 Adams Center Road
Fort Wayne, IN 46806
Attention: General Manager

12. LAW TO APPLY.

"The validity, interpretation and performance of this Agreement shall be governed and construed in accordance with the laws of Texas.

13. ENTIRE AGREEMENT.

"This Agreement represents the entire understanding and agreement between the parties hereto relating to the transportation, storage, treatment, processing and disposal of the described waste materials and

supersedes any and all prior agreements, whether written or oral, that may exist between the parties regarding same and supersedes any and all terms and conditions, preprinted or otherwise, which may be contained in any purchase orders, issued by the Generator.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the day and year first above written.

GENERATOR:

Cooper Industries, Inc.

By: Robert W. Lee

Title: Director, Risk Management and
Environmental Affairs

DISPOSER:

Chemical Waste Management, Inc.

By: Milo D. Harrison
Milo D. Harrison

Title: Senior Vice President

EXHIBIT A

Generator: McGraw-Edison/Cooper Industries, Inc.
 704 N. Clark Street
 Albion, Michigan 49224
 Attention: Gary Vajda

Waste Material Profile Sheet # _____

<u>WASTE STREAM</u>	<u>APPROVAL DATE</u>	<u>ESTIMATED QUANTITY</u>
OOL-E-55700	April 20, 1985	30,000 tons

Services to be Provided:

- a. () Loading of the described waste materials onto transportation vehicles, cars or vessels.
- b. () Transportation of the described waste materials from _____
 _____ to the permitted storage facility at

- c. () Transportation of the described waste materials from _____
 _____ to the disposal facility next following.
- d. (X) Disposal of the described waste materials, in a manner permitted by law, at the following facility:

Adams Center Sanitary Landfill, Inc.
 4636 Adams Center Road
 Ft. Wayne, Indiana 46806

Place, Time, Frequency and Quantity(ies) of Transfer of Waste Materials:

As agreed between Generator and Disposer.

EXHIBIT B - 4-247-85

Fees:

The charge for disposal will be \$46.00 per ton. The State of Indiana disposal is at \$1.50 per dry weight ton if material is hazardous. The Federal tax will be charged at \$2.13 per dry weight ton. If transportation will be requested by generator, the charge will be \$375.00 per load. Demurrage after one and one-half (1½) hours will be charged at \$60.00 per hour. Liners will be charged at \$60.00 each.

WORK CANNOT PROCEED UNTIL SITE HAS A SIGNED CONTRACT.

GENERATOR:

Cooper Industries, Inc.

By: *Robert D. Cate*

Title: Director, Risk Management and
Environmental Affairs

DISPOSER:

Chemical Waste Management, Inc.

By: *Milo D. Harrison*

Milo D. Harrison

Title: Senior Vice President

Waste Management, Inc.

GENERATOR'S WASTE MATERIAL PROFILE SHEET

WASTE PROFILE SHEET CODE

E55700

GENERAL INFORMATION

AC-000001-901

GENERATOR NAME: McGraw-Edison Company
 ADDRESS: 704 N. Clark Street
 Albion, Michigan 49224
 CITY ADDRESS: 704 N. Clark Street
 TRANSPORTER: To be determined
 TRANSPORTER PHONE: _____
 GENERATOR USEPA I.D. MIP005339676
 GENERATOR STATE I.D. MID005339676
 TECHNICAL CONTACT: Gary Vajda
 TITLE: Manager, Environmental
 PHONE: (312) 981-3800
 NAME OF WASTE: Soil and Miscellaneous Material Contaminated with Trichloroethylene (TCE)
 CLASS GENERATING WASTE: _____

PHYSICAL CHARACTERISTICS OF WASTE

Color: brown fine to medium and
 ODOR: ☒ NONE ☐ MILD ☐ STRONG
 DESCRIBE: _____
 PHYSICAL STATE @ 70°F: ☒ SOLID ☐ SEMI-SOLID ☐ LIQUID ☐ POWDER
 LAYERS: N/A ☐ MULTILAYERED ☐ BI-LAYERED ☐ SINGLE PHASED
 FREE LIQUIDS: ☐ YES ☒ NO
 VOLUME: 0.0 %
 FLASH POINT: ☐ < 70°F ☐ 70°F - 100°F ☐ 101°F - 120°F ☐ 140°F - 200°F
☐ > 200°F ☐ NO FLASH ☐ EXACT: _____
☐ CLOSED CUP ☐ OPEN CUP
 SPECIFIC GRAVITY: ☐ < 1 ☐ 1.1 - 1.2 ☒ > 1.2
☐ < 1.3 ☐ 1.3 - 1.4 ☐ 1.5 - 1.7
☐ EXACT: _____
☐ EXACT: Soil, N/A - Soils

CHEMICAL COMPOSITION (TOTALS MUST ADD TO 100%)

Minimum Concentration of _____
 SE Analyzed 0
 Minimum Concentration of _____
 SE Analyzed .0069
 METALS: ☐ TOTAL (PPM) ☐ EPA EXTRACTION PROCEDURE (mg/L)
 ARSENIC (As) N/A SELENIUM (Se) N/A
 BARIUM (Ba) N/A SILVER (Ag) N/A
 CADMIUM (Cd) N/A COPPER (Cu) N/A
 CHROMIUM (Cr) N/A NICKEL (Ni) N/A
 MERCURY (Hg) N/A ZINC (Zn) N/A
 LEAD (Pb) N/A THALLIUM (Tl) N/A
 CHROMIUM HEX (Cr + 6) N/A
 OTHER COMPONENTS: TOTAL (PPM)
 CYANIDES N/A PCB'S N/A
 SULFIDES N/A PHENOLICS N/A

SHIPPING INFORMATION

HAZARDOUS MATERIAL: ☐ YES ☒ NO N.O.S.
 PRO SHIPPING NAME: Trichloroethylene-Soil Mixture
 PRO CLASS: ORM-E ID NO: UN1710 RC: _____
 MODE OF SHIPMENT: ☐ BULK LIQUID ☒ BULK SOLID
 DRUM (TYPE, SIZE): _____
 SHIPPED VOLUME: 10,000 GALS 30,000 TONS
 OTHER: 30,000 TONS
 PER: ☒ ONE TIME ☐ WEEK ☐ MONTH
☐ QUARTER ☐ YEAR

HAZARDOUS CHARACTERISTICS

REACTIVITY: ☒ NONE ☐ PYROPHORIC ☐ SHOCK SENSITIVE
☐ EXPLOSIVE ☐ WATER REACTIVE ☐ OTHER: _____
 OTHER HAZARDOUS CHARACTERISTICS:
☒ NONE ☐ RADIOACTIVE ☐ BIOLOGICAL
☐ PESTICIDE MANUFACTURING WASTE ☐ OTHER: _____
 USEPA HAZARDOUS WASTE? ☒ YES ☐ NO
 USEPA HAZARDOUS CODE(S): F002
 STATE HAZARDOUS WASTE? ☒ YES ☐ NO
 STATE CODE(S): Michigan #F002

SPECIAL HANDLING INFORMATION

See Attached Explanation and Information

[INTERNAL PAGE(S) ATTACHED]

I CERTIFY THAT ALL INFORMATION SUBMITTED IN THIS AND ALL ATTACHED DOCUMENTS IS COMPLETE AND ACCURATE AND THAT ALL KNOWN OR REASONABLY KNOWN HAZARDOUS WASTE HAVE BEEN DISCLOSED

SIGNED SIGNATURE

TITLE Manager,

DATE 4/8/85